structure, which, though not necessarily permanent, is built under authority of law, is liable for future damages, if the injured party so pleads his case. *Railroad Co.* v. *Anarews*, 26 Kan. 702. In these cases the operation of the structure is lawful, and cannot be stopped by injunction. Even though not permanent, it is potentially permanent. It will always be lawful; the law therefore permits the injured party to assume that it will always continue. This principle, however, has no application when the operation of the structure is neither permanent nor lawful, as in the case under consideration. *Harmon* v. *Railroad*, 87 Tenn. 614; Sedgwick on Damages, 8th ed., vol. 1, § 95. Nothing appears from the reported case to show that the electric plant was operated by any authority of law. Its operation was illegal, and could be abated; and to say that the plaintiff may at his election recover prospective damages is equivalent to saying that the plaintiff has the right to deprive the defendant of his liberty to repent his wrongdoing, and restore the former condition of affairs, after repairing the damages he has actually inflicted. If, after paying damages for a permanent wrong, the defendant were to stop his factory and abate the nuisance, he would be in the anomalous position of having been punished for wrongful acts which he never had committed and which he never would commit. This conclusion cannot be supported.

CONTRACT VOID ON GROUNDS OF PUBLIC POLICY. — When an attorney enters into a contract, a part of the consideration of which involves an endeavor to prevent the finding of an indictment against his client, the contract is void from considerations of public policy. Its invalidity does not depend upon the question whether the attorney acted in bad faith, or whether he did any acts under the contract contrary to law. This is the decision of the Supreme Court of Ohio in the case of *Weber* v. *Shay and Cogan*, 56 Ohio, 51. This result is reached by an application of the principle that contracts repugnant to the general policy of the common law will not be enforced. In applying this doctrine the courts are forced to meet two opposing tendencies in the development of the law. On the one hand is the fundamental principle that contracts in general, when they satisfy formal requirements, are by their nature enforceable; and that it is arrogance on the part of the courts to consider them in their unlegal aspect from the point of view of policy. In opposition to this has grown up another more modern tendency of the law to look upon certain classes of contracts as immoral, and to impose upon the courts the responsibility of refusing to enforce them.

No one can doubt the propriety of the courts' refusing to enforce contracts to do an illegal act. In this the courts do not take it upon themselves to decide what is illegal; that is decided for them by statute and by the common law, which they merely interpret. The next step is more dangerous; some agreements are held void where the express acts promised are not strictly illegal, but only against public policy. In this matter the courts must create the law. Thus contracts to stifle criminal prosecutions are not enforced; nor contracts to pay money for immoral intercourse, to use unprincipled personal influence in order to pervert legislation, or to abstain from giving evidence in a pending suit. In all of these cases it is clear that the acts, though not illegal, prevent the even working of public affairs; public opinion undoubtedly condemns them; and the courts are not likely to be criticised for interfering.

A third class of cases is that in which the acts contracted for may not themselves be illegal, or even against public policy, but in which the contracts are from their very nature of an improper tendency; these contracts the courts refuse to enforce, wholly without consideration of the effect of specific acts done under them. The end, not the means, is condemned; the moral effect of the contract as a whole is bad. Into this class the case under consideration falls. Here the courts are cautious in asserting themselves; they can be justified in so doing only where the danger affects their own mechanism or the mechanism of the government upon which their existence depends, or the relations of the society upon which the government rests. An agreement in restraint of trade is invalid; it affects the integrity of society, not because it is necessarily against public policy for a certain man to refrain for the rest of his life from taking part in a particular business, but because it is against public policy for him to bind himself to do so. A promise to use influence in order to obtain a government contract is void in itself, even though the influence is used in a legitimate way; this concerns the efficiency of the general government. *Tool Co.* v. *Norris*, 2 Wallace, 45. An agreement to "use every legal and proper endeavor" to have criminal prosecutions dismissed is void; this affects the integrity of the courts themselves. *Overbeck* v. *Hall*, 14 Bush (Ky.), 505. The same principle applies to the present case. The contract for services of attorney which involve an effort to prevent the finding of an indictment is void in itself, whether any wrongful act is intended under it or not. It is bad in the essence of its subject matter; by its nature it has a tendency to affect the secret workings of the grand jury; and the court is right in refusing to enforce it.

"The Three Friends" — Violation of the Neutrality Laws. — The legality of the much discussed seizure of the ship "The Three Friends," under the forfeiture clause of Section 5233 of the Revised Statutes, commonly known as the Neutrality Laws, as that vessel was about to start to the aid of the Cuban insurgents, has now been affirmed by the Supreme Court. *The Three Friends*, 17 Sup. Ct. Rep. 494. A novel question as to the construction of the statute, upon which depends the propriety of the government's seizing vessels intended to assist these insurgents, or any similar body of people, is effectually dealt with by the Chief Justice in a long opinion, from which, however, Mr. Justice Harlan dissents. The terms of the statute direct the forfeiture of any vessel fitted out "with intent that such vessel shall be employed in the service of any foreign prince or state, or of any colony, district, or people, to cruise or commit hostilities against the subjects, citizens, or property of any foreign prince or state, or of any colony, district, or people, with whom the United States are at peace." While it is admitted that the objects of hostility, under this act, must be some people officially recognized by the Executive as belligerents, a question arises as to whether it is necessary that the body of persons in whose service the vessel is to be employed shall have received a similar recognition. Looking at the general purpose of the law, it is evident that its object is to prevent persons within our jurisdiction from aiding hostilities against some state or people whom we have at least recognized as belligerent. To no other body of persons could our government possibly lie under any international obligation to discountenance